

WSU/UAW P&A Local 1979 - 2008 Negotiations
Contract Changes 2008-2012 CBA

CORRECTIONS
that were agreed upon

WSU Correction #1
Article 14.A.11

11. If 8 or 9 above does not provide employment, the subject Employee shall displace the least senior Employee in the job groupings (**see Appendix B**) provided he/she has the qualifications and ability to perform the work. The position must be at a salary range equal to or lower than the Employee's former position (see Appendix ~~D~~ **A**).

WSU Correction #2
Article 43.A, changes for accuracy:

ARTICLE (43) TIME OFF FOR CONVENTIONS

- A. Upon giving at least two (2) weeks advance notice in writing to the ~~Vice President of Human Resources~~ **Director of Labor Relations**, with a copy to the Administrative Head of the Unit, officers and representatives of the Professional and Administrative Union will be afforded time off with pay to attend educational meetings and/or conventions related to collective bargaining. In the event of extenuating circumstances, exception to the two (2) week written notice may be made by the ~~Vice President for Human Resources~~ **Director of Labor Relations**.

WSU Correction #3

Article 52, **LONG TERM DISABILITY INSURANCE**, update:

- D. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Workmen's Compensation, will be equal to 66 2/3% of a person's basic salary up to a maximum of \$7,000 per month. The income benefit is subject to increase 3% each year during disability. The monthly income benefit will never be less than ~~\$50~~ **\$100**. It also provides for a waiver of annuity premiums for an insured staff member participating in the University Retirement Plan.
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WSU Correction #4

17. Remove from CBA, classifications closed out

Documentation Specialist I
Documentation Specialist II

WSU Correction #5

Delete references to “Domestic Partner” in the P&A contract:

Article 7 – 3 references
Article 22 – 1 reference
Article 45 – 1 reference
Article 55– 3 references

PROPOSALS
that were agreed upon

4. **Article 14 (Reduction in Workforce)**

Employees who have attained a disciplinary record of at least a 3 Day Suspension, shall not be eligible for initial displacement during unit reorganization. The subject discipline must have been issued at least 60 days prior to the issuance of the contractual 30 day minimum written notice.

Article 15.A, under METHOD 2 (after bullet #6), new paragraph

Part 1 The University shall maintain a list of P&A Method 2 qualified hiring authorities on the Human Resources website.

Article 15.A, under METHOD 2 (after bullet #6), new paragraph

Part 2 For Method 2 selections only, bargaining unit applicants with a satisfactory performance record and a satisfactory attendance record/disciplinary history, in (1) a higher level classification, (2) the same job classification, or (3) the next lower level in the Classification Sequence, shall be interviewed for the subject vacancy. The University will be required to interview no more than ten (10) applicants per posting under these criteria.

Article 21.C, add to Section C, 1st paragraph

For open represented positions not filled within 60 days of closing, the University will send qualified represented applicants (with a copy to the Union) notice of the reason the vacancy has not been filled.

Article 29

ARTICLE (29) TERMINATION OF EMPLOYMENT

B. An Employee failing to report for work for three (3) consecutive working days without notice to ~~the Employer~~ **their Supervisor (or his/her designee/designated phone number) will be considered to have voluntarily resigned. Exceptions may be made by mutual agreement between the University and the Union.**

Article 33.B [page 40], **Excused Personal Leave**, paragraph 2, sentence 1: change **shall** to “An Employee **may** be granted a leave of absence for personal reasons...”

Article 45, new section “B”:

Election Day

In those cases where: (1) emergency needs would necessitate an Employee being called in to work (or retained past normal work hours) on a general election day for statewide or national office, and (2) where this would mean that the Employee would not be able to vote prior to his/her arrival at work (during poll hours), the University agrees that the department will allow paid release time before the polls close, sufficient for the Employee to commute to the polling place and vote, but not more than two hours in duration.

Under the above conditions, any absence above two hours shall be chargeable to the Employee’s own time (e.g., Vacation, Compensatory Time, Any Purpose (per Article 45.A.6, or Absence Without Pay as applicable)).

This shall apply only to emergency call-ins to work, or the calling of mandatory overtime while at work. When schedule variances are communicated to the Employee at least ten (10) working days prior to a state or national Election Day, the Employee is expected to file for absentee voting, and will not be released under the conditions described above.

Article (49) VACATION

- A. Full-time Employees are granted vacations at their regular rate of pay after four (4) months of service, amounting to twenty-two (22) working days per year. Effective July 31, 1993, vacation days earned but not used, may be accumulated up to twenty-three (23) days/173 hours.

Vacation days shall not accrue in any pay period for which the Employee has been on disciplinary (or management-initiated indefinite) suspension. ~~For Employees separating themselves from University service that have elected to have their vacation paid out over one or more pay periods rather than a lump sum, there will be no accrual hours paid during those payout periods unless they represent actual hours worked.~~

Article 50.D, MEDICAL INSURANCE

- D. ~~Effective October 1, 1988, (or as soon thereafter as the University can effect the change)~~ ~~b~~Bargaining unit members shall have the option of ~~continuing~~ **enrolling in** coverage under Blue Cross/Blue Shield, ~~continuing enrolling in coverage under a one of the~~ Health Maintenance Organizations (HMO's) or PPO offered by the University, or of dropping coverage. **An employee may forgo coverage under a University plan only if provided that the Employee is covered under an alternative external health insurance plan (i.e., coverage under a spouse's plan), and specifically requests such an option in writing and documents the alternative coverage.**

An Employee who forgoes coverage under a University plan will receive from the University one hundred dollar (\$100.00) per month in lieu of medical insurance coverage. **The monthly payment is contingent on the employee being covered by a medical insurance plan that is not a Wayne State University offered plan. Effective January 1, 2010, if the employee is covered under a Wayne State University plan (either as an employee or dependant) the bargaining unit member shall not be eligible for the monthly payment.**

Article 50; MEDICAL INSURANCE New Section "G"

OTHER ELIGIBLE PERSON ("OEP") PILOT PROGRAM

- G. Bargaining unit members may participate in a pilot program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. The pilot program is scheduled to end at the conclusion of the 2010 plan year, unless extended. Should the University decide to discontinue the program, 30 days notice shall be provided to participants. Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

Eligibility:

Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person ("OEP"), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or older;
- The OEP currently resides in the same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual's enrollment;
- The OEP is not a "dependent" of the employee as defined by the IRS; and
- The OEP is not related to the employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee's OEP are also eligible for benefits.

Taxability of Benefits:

As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

Ineligibility:

The following individuals do not fall within the eligibility criteria for this pilot program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.

Article 50-MEDICAL INSURANCE, Section A, new 4th paragraph (VISION, Section F. new paragraph) & Article 51-DENTAL INSURANCE (new Section D)

New 19-25 year old Language

"Dependants (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time student status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 25, whichever comes first.

~~Those enrolled~~ A covered dependant whom, after qualifying for dependant coverage as a student, ~~in dependent coverage who~~ becomes incapable of continuing classes due to a medically-verified emotional and/or physical condition will be retained at the same level of medical, dental, or vision benefits coverage for a maximum of one calendar year from the date of diagnosis, or until a) the end of the year that the dependant turns 25, b) the primary plan holder leaves University service, or c) the dependant's health status allows them to return to eligible student status, whichever comes first."

Articles 50 & 51

(Article 50.B, New 3rd paragraph, and Article 51, New paragraph D)

“Interlocking enrollments

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single). However, the University will observe court orders affecting bargaining unit employees and the medical/dental coverage of their dependents.”

Article 54.A (Replaces first two paragraphs in "A.")

Contract Language:

ARTICLE (54) RETIREMENT

A. **Effective sixty (60) calendar days after the ratification of the 2008-2012 Agreement, Fractional and full-time Employees with two (2) years of University service and who have attained twenty-six (26) years of age shall be eligible to participate in any of the University sponsored retirement programs with University contribution.**

Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis without University contribution. ~~until the time that they become eligible for the University contribution.~~ **The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).**

For the University contribution, vested percentage is as follows:

<u>Years of Vested Service*</u>	<u>Vested Percentage</u>
Less than 2 years	-0-
2 years or more in a pay status.....	100%

***For the purposes of this article, "Vested Service" is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.**

Employees with previous service at an eligible institution may be able to waive all or a portion of the two-year vesting requirement.

Article 54.F, add language:

F. **Accrued Vacation Bank shall, by mutual agreement between Employee and Employer, be either: (1) used prior to the effective date of retirement, or (2) paid in a "Lump Sum" payment. Preference must be agreed upon, between Employee and Employer, at least 2 weeks prior to the effective date of retirement. Lacking prior arrangement or mutual agreement, payout shall default to "Lump Sum."**

Article 55.E, new paragraph 2

During a given semester, Employees shall not be responsible for tuition fees for incomplete classes under the following five (5) conditions:

- 1. The class was only offered during work hours and;**
- 2. Prior approval of flex (or leave) time was approved by the supervisor and;**

3. **Departmental needs necessitated the cancellation of approval after the last date of withdrawal from the class without penalty and;**
4. **There is no provision whereby the class can be completed satisfactorily by other methods (e.g. Directed Study) and;**
5. **It is verified that the Employee was carrying a passing grade.**

Article 63 (New language; new 2nd paragraph)

"Communication with the Employment Services Center does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not Employment Services, will notify their immediate supervisor of any variances from their established work schedule. FMLA application/approval does not relieve an employee of that responsibility."

New Supplemental Letter of Agreement #21

WAYNE STATE UNIVERSITY

**UAW P&A Local 1979 Bargaining Team - 2008
Professional & Administrative Union
UAW Local 1979
5057 Woodward Ave., Suite 3402
Detroit, MI 48202**

RE: Printing of the Agreement

- A. Copies of the Agreement will be printed and distributed with the cost equally* distributed between the Union and the Employer. A copy shall be provided for each current member of the bargaining unit as soon as possible after ratification of this Agreement (*the Union's share shall not exceed \$1,000).**
- B. At time of hire, all new Employees shall be given a copy of the Agreement for their use.**
- B. The Union shall receive one hundred (100) printed copies of the Agreement for its internal use.**
- C. As this is a shared cost arrangement, the Union shall be provided with a list of the charges, and bills (where appropriate) to show actual costs incurred in preparing the printed copies.**

Sincerely,

A.L. Rainey, Jr. Director, Labor Relations

This Conforms to our agreement.

UAW P&A Local 1979 Bargaining Team - 2008

Wages/Economics

P&A Local 1979 2008-2012 Contract

ARTICLE (56) SALARIES

In keeping with the spirit of Article 57.E, throughout the 2008-2012 contract period, bargaining unit employees at or above the maximum of their salary range will receive any across-the board (ATB) pay increases as a one-time bonus (not added to base salary). Steps will be funded for the 2008-2012 contract period.

<u>Contract Year</u>	<u>ATB / ADJUSTMENT</u>
2008-2009	1% ATB, plus 1% bonus (not to base)
2009-2010	1% ATB (retro to 8/01/09)

<u>Contract Year</u>	<u>ATB / ADJUSTMENT</u>
2010-2011-	Effective for the period of 8/1/10 through 7/31/11 only: Wages/Salaries remain without change. ---1.5% increase of the Employer bi-weekly contribution for bargaining unit Employees in the WSU retirement programs over the 2010-2011 contract year as cited above. Bargaining unit Employees not currently enrolled in a WSU retirement plan may do so, however, the 1.5% increase will only apply to the actual period of Employee participation between 8/1/10 and 7/31/11.

<u>Contract Year</u>	<u>ATB / ADJUSTMENT</u>
2011-2012	Reopen negotiations by July 1, 2011, for 2011-2012 wages only